



To:
Cc:
Bcc:
Subject: Fw: MUR 7084 - Sera-Brynn, LLC

RECEIVED
FEDERAL ELECTION
COMMISSION

2016 AUG -4 PM 1:12

CELA

From: William Poynter <wpoynter@kaleolegal.com>
To: mdebeau@fec.gov,
Cc: Brian Wainger <bwainger@kaleolegal.com>, jjordan@fec.gov, William Poynter <wpoynter@kaleolegal.com>
Date: 08/04/2016 12:49 PM
Subject: RE: MUR 7084 - Sera-Brynn, LLC

Mary Beth,

Please find enclosed the response from Sera-Brynn, LLC, in response to the complaint in MUR 7084, consisting of declarations under oath from Darek Dabbs and John Kipp. It is Sera-Brynn's position that no action should be taken against Sera-Brynn in this matter, based on the enclosed evidence.

Please do not hesitate to contact me if you have any questions, or require any further information in this matter.

Very truly yours,

Billy Poynter

William R. Poynter
Principal
Kaleo Legal

4456 Corporation Lane, Suite 135
Virginia Beach, VA 23462
wpoynter@kaleolegal.com
Office: 757 238 6383
Cell: 757 679 3503
Fax: 757 304 6175
www.kaleolegal.com



2016 08 04 Declaration Darek Dabbs.pdf 2016 08 04 Declaration of John Kipp signed.pdf

**FEDERAL ELECTION COMMISSION
MUR #7084**

DECLARATION OF DAREK DABBS

I, Darek Dabbs, do hereby declare as follows:

1. My name is Darek K. Dabbs, and I reside at _____, Virginia Beach, VA 23456.
2. I am the Chief Information Officer at Sera-Brynn, LLC, located at 5806 Harbor View Boulevard, Suite 204, Suffolk, VA 23435 ("Sera-Brynn").
3. I make this declaration, under oath and under penalty of perjury, based on my personal knowledge. If called as a witness, I could and would testify competently to these statements.
4. On March 30, 2016, I personally made a donation in the amount of \$250.00, in my own name, to Scott Taylor for Congress, in support of Scott Taylor's campaign for his election to the House of Representatives from the Second District of Virginia.
5. I made this donation by charging \$250.00 to my personal credit card, in my own name. A copy of my credit card statement reflecting this charge is attached hereto as Exhibit A.
6. This donation was made in my own name, and not on behalf of Sera-Brynn or any other entity.
7. I did not inform anyone at Sera-Brynn that I intended to or did make this donation.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 4th day of August, 2016, at Suffolk, Virginia.



Darek K. Dabbs

EXHIBIT A

To ensure proper credit, please return this portion with your Check or Money Order payment made payable to USAA Savings Bank. DO NOT SEND CASH.

VIRGINIA BEACH VA 23456-5847



USAA CREDIT CARD PAYMENTS
10750 MCDERMOTT FWY
SAN ANTONIO TX 78288-0570



016252658

Please detach and mail the coupon above with your payment



Statement closing date

04/01/16

USAA Documents Online

Get statements faster, save paper, and reduce your risk of identity theft with USAA Documents Online. It's free, convenient, and helps us save you money. Log on to usaa.com and sign up today.

Account Number

XXXX XXXX

Credit limit

\$ [REDACTED]

Available credit

\$ [REDACTED]

Questions?

Visit us at www.usaa.com

Questions? Call Customer Service

(800) 531-8722

Lost or Stolen Card

(800) 531-8722

Or write us at:

PO BOX 65020, SAN ANTONIO, TX 78265-5020

Remit payment to: USAA CREDIT CARD PAYMENTS
10750 MCDERMOTT FWY
SAN ANTONIO TX 78288-0570

Summary of Account Activity

Previous Balance		\$ [REDACTED]
Payments	-	\$ [REDACTED]
her Credits	-	\$ [REDACTED]
ew Purchases	+	\$ [REDACTED]
New Cash Advances	+	\$0.00
New Balance Transfers	+	\$0.00
Fees Charged	+	\$0.00
Interest Charged	+	\$ [REDACTED]

New Balance	\$ [REDACTED]
Credit Limit	\$ [REDACTED]
Available Credit	\$ [REDACTED]
Days in billing cycle	30

Payment Information

New Balance	\$ [REDACTED]
Minimum Payment Due	\$ [REDACTED]
Payment Due Date	04/27/16

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$25.00.

Minimum Payment Warning: If you make only the regular minimum payment* each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	27 years	\$ [REDACTED]
\$ [REDACTED]	3 years	\$ [REDACTED] (Savings = \$ [REDACTED])

If you would like information about credit counseling services, call 1-800-531-1291.

*See Important Account Information at end of statement. You may repay the total balance at any time.

Rewards Summary

YOUR ENDING POINT BALANCE IS AS OF YOUR STATEMENT CLOSING DATE. FOR YOUR UP TO DATE BALANCE OR FOR MORE INFORMATION ABOUT YOUR USAA REWARDS PROGRAM, GO TO YOUR ACCOUNT SUMMARY PAGE ON USAA.COM OR CALL (800)980-USAA (8722), 9AM-8PM(ET) 7 DAYS A WEEK.

USAA REWARDS PROGRAM

SECRET

SECRET

2016 Totals Year-to-Date	
Total fees charged in 2016	\$0.00
Total interest charged in 2016	\$

Type of Balance	Rate (APR)	Interest Rate *	Interest Charge
Regular Purchases (v)			
Regular Cash Advances (v)			

The APR for a balance type followed by a (v) is a variable rate.

Paying Interest and Your Grace Period: We will not charge you any further interest on your Purchase Balance on this Statement if you pay your entire New Balance by your Payment Due Date of 04/27/16.

*Balance Computation Method: Average Daily Balance (including New Purchases). For more information about how we calculate the Balance Subject to Interest Rate and how resulting interest was determined, call (800) 531-8722.

Additional Disclosures

If your name appears on this statement, our records show that this is your account and that you are liable for paying the New Balance.

Information reported to credit bureaus. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

NOTE: When you pay by check, you authorize us to use information from your check to make a one-time electronic funds transfer from your checking account. Funds may be withdrawn from your account as early as the day we receive your payment and you will not receive your check back from your bank.

What to Do If You Think You Find A Mistake on Your Statement

If you think there is an error on your bill, write to us at:

USAA Credit Card Services,
P.O. Box 65020,
San Antonio, TX 78265-5020.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors *in writing*. You may call us at 1-800-531-USAA(8722) or notify us electronically at usaa.com, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

We cannot try to collect the amount in question, or report you as delinquent on that amount.

- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at: USAA Credit Card Services, P.O. Box 65020, San Antonio, TX 78265-5020. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Liability for Unauthorized Use

If you notice the loss or theft of your credit card or a possible unauthorized use of your card, call us immediately at 1-800-531-USAA(8722) (overseas, call collect, (210)491-9097). You may also contact us on the Web at www.usaa.com or write to us at: USAA Credit Card Services, P.O. Box 65020, San Antonio, TX 78265-5020.

With our Zero Liability Policy, you are not liable for Unauthorized Use of your Card.

During any period when your account has a temporary SCRA, Deployment, or PCS rate in effect, the Balance Transfer Fee and the Cash Advance Fee on Convenience Checks (and on all Cash Advances for SCRA) will be waived.

Merchant Credits

If you become entitled to a credit from any person who accepts your card, that person must transmit a credit statement to us within seven business days. We must credit your account within three business days following receipt of the credit statement. You are not responsible for payment of any interest or other charges resulting from any failure to comply with these requirements.

amount that you must pay on this statement is \$190.00. Remember that Finance Charges continue to accrue on all unpaid balances.

If you use a bill paying service and pay the minimum, the payment made will be the amount of the minimum payment due displayed on the first page rather than the Regular Minimum Payment. You may opt out of the Pay-Ahead Program at any time by calling us at 1-800-531-8722.

1-800-531-8722

**FEDERAL ELECTION COMMISSION
MUR #7084**

DECLARATION OF JOHN KIPP

I, John Kipp, do hereby declare as follows:

1. My name is John Kipp. I am a co-founder and the Chief Operating Officer of Sera-Brynn, LLC, located at 5806 Harbor View Boulevard, Suite 204, Suffolk, VA 23435 ("Sera-Brynn").

3. I make this declaration, under oath and under penalty of perjury, based on my personal knowledge. If called as a witness, I could and would testify competently to these statements.

4. Sera-Brynn has never made a donation in support of any candidate running for federal office.

5. Sera-Brynn did not make and has never made any donation to Scott Taylor for Congress, in support of Scott Taylor's campaign for his election to the House of Representatives from the Second District of Virginia.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 4th day of August, 2016, at Suffolk, Virginia.



John Kipp